

arising hereunder, and all disputes which may arise hereunder, shall be construed in accordance with, and governed by, laws of the State of Missouri. The parties hereto consent to the jurisdiction and venue of the federal and state courts in the State of Missouri as the exclusive forum to resolve all claims or disputes arising hereunder. Participant expressly waives any objection relating to improper venue, and waives any right to a trial by jury. The parties shall file any suit or action arising out of this Agreement within one (1) year from the occurrence of the facts giving rise to such suit or action, or such suit or action shall be barred.

**18. Modification and Waiver.** This Agreement may be modified, altered, or amended only by a writing signed by each party. The failure of Farmland to exercise any right given to it hereunder, or to insist on strict compliance with all provisions hereof, shall not constitute a waiver of any provision of this Agreement, unless Farmland shall have confirmed the waiver in writing. Any such waiver shall not act as a waiver of the same provision on any other occasion or of any other provision of this Agreement.

**19. Enforceability.** In the event that a provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be ineffective only to the extent of such provision is explicitly deemed invalid, void or enforceable, but the remainder of this Agreement shall not be affected unless deemed integral by Farmland, and all the other provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**20. Entire Agreement.** This Agreement, including its exhibits, contains the entire understanding between the parties and shall supersede all prior negotiations, representations, agreements and understandings, whether oral or written, between the parties with respect to the subject matter hereof. Nothing contained in this Agreement shall be construed as granting Participant an exclusive territory or an exclusive group of retail customers. Triumph reserves the right to sell any Triumph genetics to any person of Triumph's own choice.

**21. Contract Acceptance.** The terms and conditions of this Agreement shall not constitute a

binding contract between the parties unless and until it has been executed by authorized representatives of both parties.

**22. Default by Participant; Farmland's Remedies.** If Participant shall fail to observe or perform any covenant or agreement contained herein, Farmland may terminate this agreement upon written notice to Participant. Farmland will not exercise this right until Farmland has given Participant notice of such failure and thirty (30) days to cure such failure. Notwithstanding the foregoing, Farmland shall have the immediate right to terminate this Agreement in its sole and absolute discretion upon notice to Participant under the provisions of Sections 3, 5 or 7 under this Agreement, or in the event Participant is given more than one default notice in any one-year period, or in the event it appears to Farmland that Participant's default is material, willful or based on fraud, misrepresentation or deception.

**23. Assignment to Farmland.** For good and valuable consideration, Participant hereby, pledges, assigns, transfers, sets over, and delivers unto Farmland, all of its right, title, and interest in and to a certain portion of the proceeds of sale paid to Participant on all market hogs sold or transferred by Participant for slaughter and constitutes and appoints Farmland as the true and lawful attorney-in-fact of the Participant to do and perform, from time to time, any and all functions necessary or incidental to the purpose of this assignment and hereby ratifies and confirms any actions of Farmland as attorney-in-fact in connection herewith, including the commencement of such legal proceedings in the name of either the Farmland or the Participant as may be deemed necessary by Farmland for the purpose of enforcing the Participant's rights and remedies and the endorsement and negotiation in the name of the Participant of any notes, acceptances, drafts, checks, money orders, and instruments of payment or remittances issued or received with respect to payments under contract. This assignment is for the limited purpose of collecting Triumph genetic fees, ABP Participation Fees, or any other payments due to Triumph or Farmland from Participant as result of Participant's contractual obligations to such entities. The Participant will not accept any surrender or cancellation, or enter into any modification or alteration of Participant's rights with respect to